

Hensley, Melissa M.

From: Hensley, Melissa M.
Sent: Monday, October 19, 2015 4:55 PM
To: 'G. Patrick Jacobs'; 'J. Michael Ranson'
Cc: Allen, Joel S.; Martin, Pamela H.
Subject: RE: Riley and Carpenter
Attachments: Active_69359340_3_(83488838)_1_DG_Carpenter- Confidential Settlement Agreement and Release of Claims.DOCX; Active_69359340_4_(83488838)_1_DG_Carpenter- Confidential Settlement Agreement and Release of Claims.DOCX; Active_69359309_3_(83274229)_1_DG_Riley - Confidential Settlement Agreement and Release of Claims.DOCX; Active_69359309_4_(83274229)_1_DG_Riley - Confidential Settlement Agreement and Release of Claims.DOCX; Active_71857953_1_Carpenter & Riley - Letter Agreement re settlement.DOCX

Pat and Michael,

My repeated offers to confer on finalizing the settlement papers in these matters have fallen on deaf ears at your end. Thus, for you to unilaterally file a motion to reopen the case alleging a "refusal" by Dollar General to finalize the settlement is a little surprising. It is also surprising that you would represent to the Court that there was a "refusal" to fund the settlement, without informing the Court that you have yet to tender a fully executed settlement agreement. Nonetheless, I worked this weekend on the attached revised drafts that my secretary finalized today as a possible resolution. I have revised the settlement agreements to remove the required signature for counsel, but in exchange, one of you will need to execute a letter agreement indicating that the settlements (and payment of your fees as part of these agreements) extinguishes all rights that Plaintiffs' counsel have related to the Plaintiffs' claims. I have prepared the proposed letter agreement for your review.

We offer this to you in the spirit of compromise. However, because you have requested the Court to approve the form of the settlement agreements that you now refuse to sign after the Court's approval was granted, I feel certain that the Court will understand why the settlement agreements have not yet been funded. In any event, we will provide the court with a complete picture of the situation before us.

Attached are 5 documents, as follows:

1. Carpenter's Settlement with Tracked changes showing alterations from the initial settlement agreement;
2. A version of Carpenter's settlement agreement accepting these tracked changes;
3. Riley's Settlement with Tracked changes showing alterations from the initial settlement agreement;
4. A version of Riley's settlement agreement accepting these tracked changes; and
5. A proposed letter agreement for Pat Jacobs' signature.

These documents include the exact terms as approved by the Court, some have simply been transferred to a letter agreement. If you can return executed copies of items 2, 4, and 5, I can get these settlements funded.

As always, I remain available to discuss these cases with either of you.

Sincerely,

Melissa

Melissa M. Hensley
McGuireWoods LLP
2000 McKinney Avenue

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From: Hensley, Melissa M.
Sent: Wednesday, October 07, 2015 6:21 PM
To: 'J. Michael Ranson'
Cc: 'G. Patrick Jacobs'; Allen, Joel S.
Subject: RE: Riley and Carpenter

Alternatively, you can call me to discuss resolving this as I have offered for you to do for weeks. I am in the office tomorrow if you care to visit.

Have a nice evening, Michael.

Melissa

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From: J. Michael Ranson [mailto:jmr@ransonlaw.com]
Sent: Wednesday, October 07, 2015 6:18 PM
To: Hensley, Melissa M.
Subject: Re: Riley and Carpenter

I am not signing the settlement agreement I'm not a party to the settlement so I guess we'll just have to continue to fight in the court system.

Sent from my iPhone

On Oct 7, 2015, at 6:31 PM, Hensley, Melissa M. <MHensley@mcguirewoods.com> wrote:

Michael,

As with all settlement agreements, funding occurs after the agreements are fully executed. The court-approved settlement agreements require your signature. I have made multiple requests for your signature to each of these agreements, and I have further repeatedly offered to confer on the issue.

Dollar General requires your acknowledgment that the settlements satisfy all claims for costs and fees associated with the cases. Moreover, having your clients sign a signature page that includes your signature block without a signature would cause any person to think that the agreement is not a final document. Send me a final document, with all signatures, and I can get it funded.

You remain welcome to call me to discuss at your convenience.

Melissa

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From: J. Michael Ranson [<mailto:jmr@ransonlaw.com>]
Sent: Wednesday, October 07, 2015 7:31 AM
To: Hensley, Melissa M.
Subject: Riley and Carpenter

Will General Dollar be paying the Court Approved Settlement?

If you have any questions please reply by Email.

J. Michael Ranson
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304-345-1990

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October 19, 2015

Via Email: pjacobs@jacobslawwv.com

G. Patrick Jacobs
Law Office of G. Patrick Jacobs, L.C.
7020 MacCorkle Avenue, SE
Charleston, WV 25304

RE: Civil Action No. 2:14-cv-25500; *Sally Ann Carpenter v. Dolgencorp, LLC*;
In the United States District Court for the Southern District of West Virginia

Civil Action No. 2:14-cv-25505; *Joyce Riley v. Dolgencorp, LLC*;
In the United States District Court for the Southern District of West Virginia

Dear Mr. Jacobs:

This letter agreement is entered into related to the settlements of the claims brought by Sally Carpenter and Joyce Riley against Dolgencorp, LLC (“Dollar General”).

After filing litigation against Dollar General, Plaintiffs Sally Carpenter and Joyce Riley (“Plaintiffs”) have entered into individual settlement agreements to settle claims against Dollar General related to their prior employment. *See Confidential Amended Settlement Agreement and Release of Claims between Joyce Riley and Dolgencorp, LLC; and Confidential Amended Settlement Agreement and Release of Claims between Sally Carpenter and Dolgencorp, LLC* (referred to herein as the “Agreements”).

Plaintiffs have been represented by the Ranson Law Offices and the Law Office of G. Patrick Jacobs, L.C. in their Litigation.¹ G. Patrick Jacobs acknowledges that he has authority to negotiate on behalf of and bind all of Plaintiffs’ Attorneys² related to the Plaintiffs’ Litigation and the claims released by Plaintiffs in their individual Agreements.

¹ The term “Litigation,” as used herein, is defined (as to each Plaintiff) in the individual Agreement related to each Plaintiff, as referenced above.

² The term “Plaintiffs’ Attorneys,” as used herein, is defined as to each Plaintiff in footnotes number two in their respective Agreements (referred to as “Plaintiff’s Attorneys” therein), and the term includes, but is not limited to, attorneys J. Michael Ranson, Cynthia M. Ranson, and G. Patrick Jacobs.

By signature below, G. Patrick Jacobs acknowledges that all claims for attorneys' fees, costs, interest, or other recoverable expenses that Plaintiffs' Attorneys may hold independently against the Released Parties,³ or any of them, are satisfied by the consideration paid as set forth in the separate Agreements with Plaintiffs. The Law Office of G. Patrick Jacobs, L.C., on its behalf and the behalf of all Plaintiffs' Attorneys, hereby releases any claims Plaintiffs' Attorneys have or might have against the Released Parties, or any of them, for all such monies.

G. Patrick Jacobs acknowledges on behalf of the Plaintiffs' Attorneys that Plaintiffs' Attorneys know of no other attorneys or firms not associated with, or in joint-representation with, Plaintiffs' Attorneys who have represented Plaintiffs in connection with the Litigation. G. Patrick Jacobs represents on Plaintiffs' Attorney's behalf that, to the knowledge of Plaintiffs' Attorneys, Plaintiff has not assigned or otherwise transferred to any other person or entity (other than Plaintiff's agreements with Plaintiff's Attorneys whose claims, if any, are fully and finally satisfied by the Agreements) any interest in any claim, demand, recovery, settlement proceeds, action and/or cause of action Plaintiff has, may have, or may claim to have against any Released Party.

Further, G. Patrick Jacob represent and warrant that he has full authority to release all claims for attorneys' fees, costs, interest, and expenses incurred by Plaintiffs and Plaintiffs' Attorneys as associated with the Litigation, and related to Plaintiffs' claims therein, and that he has full authority to negotiate a settlement amount to be designated as attorneys' fees, interest, costs, or expenses on behalf of Plaintiffs' Attorneys, and that there is no interest in attorneys' fees, costs, interest, or expenses on behalf of Plaintiffs related to the Litigation that he do not represent. Further, G. Patrick Jacobs represents and warrants that neither he nor Plaintiffs' Attorneys have assigned or otherwise transferred to any other person or entity any interest in any claim, demand, recovery, settlement proceeds, action and/or cause of action they have, may have, or may claim to have against any Released Party that are not settled by the terms of the Agreements. The Law Offices of G. Patrick Jacobs, L.C. agrees to indemnify and hold harmless the Released Parties from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees, court costs, and expenses incurred as a result of any claims or demands which may hereafter be asserted against any Released Party by, through, or by virtue of a right to ownership, an assignment or other transfer by Plaintiffs' Attorneys of the attorneys' fees, interest, costs, and expenses that may be recovered based upon Plaintiff's claims in the Litigation.

By signature below, the Law Office of G. Patrick Jacobs, L.C., hereby represents that it has authority to acknowledge the sufficiency of the settlement proceeds for all of Plaintiffs' Attorneys.

Moreover, the Law Office of G. Patrick Jacobs, L.C., acknowledges, on Plaintiffs' behalf and the behalf of Plaintiffs' attorneys, that the terms of this letter agreement and the terms of Plaintiffs' Agreements (as revised to removed attorney covenants and signatures) have been approved by

³ The term "Released Parties," as used herein, is defined (as to each Plaintiff) in the individual Agreement related to each Plaintiff.

October 19, 2015

Page 3

the Court in each matter, and accordingly, agree not to assert in the future that the Agreements have not been judicially approved.

Sincerely,

Melissa M. Hensley

MMH/pm

AGREED TO:

G. Patrick Jacobs
Law Office of G. Patrick Jacobs
Attorneys for Plaintiffs Sally Carpenter and Joyce Riley

cc: **Via Email: jmr@ransonlaw.com**
J. Michael Ranson
RANSON LAW OFFICES
1562 Kanawha Blvd., East
Post Office Box 3589
Charleston, West Virginia 25336-3589

EXHIBIT K